

1889-020 Chancery Cause: C. D. Orr vs. G. W. Zion
Lee Co.

Yeary, Pennington, Parsons, Cecil, Cox, McQueen, Hobbs,
Herndon, Orr

CA-Contract Dispute
T-Property

Virginia. Lee County Circuit Court.

To the Honorable J. S. R. Morrison Judge
of the said Court in Chancery.

Your orator G. W. Gion humbly com-
plaining sheweth unto your honor. That
on the 31st day of January 1888, in the said
County, he purchased from one G. W. Gion
his farm lying and being in said County,
containing 150 acres more or less, and in ad-
dition thereto, his entire interest in his Mother's
dower, who is the widow of the late France
Gion deceased, and the said entire interest
being a moiety of said dower. All which
is the lands inherited by the said G. W. Gion
from his father the said France Gion deceased
and other shares in said real estate purchased
by him from other heirs of said decedent,
and laid off and assigned to him in the partition
of said estate. The said ^{farm of} 150 acres more or less
consisting of two lots or parcels assigned to
said G. W. Gion in said partition, and the
said dower being the dower assigned to the
widow of said decedent in said partition. A
copy of said partition is herewith filed marked A.
For which your orator agreed to pay three
thousand dollars, as follows, \$1000.00 January
1st 1889, \$1000.00 January 1st 1890 and \$1000.00
January 1st 1891 without interest, and the
said Gion bound himself to deliver possession

* amended by leave. & to wit by inserting the words
"a copy thereof" and by filing said original writing
marked "B" (This is 10 days of September 1888)

of said land to your orator, on the 1st day of
March 1888. This contract was reduced to writing
signed by each of the parties and witnessed
by Mary W. Pennington, in whose hands it
was left for safe keeping. The said writing
~~a copy thereof~~ is herewith filed as part hereof
marked "B". On the 1st day of March 1888
the day on which said Gion was to deliver
to your orator the possession of said land
he went to the said Gion to receive the possession
thereof, but said Gion refused to deliver pos-
session of said land to your orator, as he had
agreed and bound himself to do.

Your orator has done every thing upon his
part that he was bound to do, and even more
while the said Gion has ^{refused} to comply with
his part, by refusing to deliver possession of
said land to your orator as aforesaid; and
the said Gion is going on preparing to make a
crop upon said ^{land}, the present year, has actually
commenced ploughing it up for that purpose.
In tender consideration whereof, your orator
prays that the said G. W. Gion be made a party
defendant to this bill, and required to answer
the same on oath; that the said agreement entered
into between your orator and the said G. W. Gion
may be specifically performed and carried into
execution by the said G. W. Gion, your orator

having performed the same, so far, upon his part;
and that the said G. Whelan may be compelled
to deliver to your orator the possession of said
lands, and to account & pay to your orator a
reasonable rent for the same from the said
first day of March 1858 until such possession
is delivered, which rent your orator alleges
is reasonably worth the sum of \$300.00 per
annum. And for all further & general relief,
May process issue &c.

Quinn and Richmond & Co.
P.R.

C. D. Orr. Dr & Cr

vs $\frac{1}{2}$ Bill in Chancery.

C. W. Igion.

1888 Mr. Bill filed Spa

Executed and D. Crisi

" Apr. D. N. could and

Cause set for hearing

" Apr. " Rem to Rules

1888 June Rules ^{Chancery} Spa and

+ Decree Crisi

" July D. N. could

" Aug. Cause set for

Hearing by Judge

" Sept Decree + Crisi

" Decr Continued

1889, April Decree + Crisi

" " Decree final

Diffs Recons

at C 11.39 - 2.46

Stent 70

" Crisi 5.00

" Crisi 20.00

Wit 4.54

at 15.00

Co le \$56.63

30

\$56.93

Diffs Costs

at 1.41

Wit 1.50

JP 3.00

\$5.91

Mr Richmond

Pay In 21

appear at ~~the~~ in the time mentioned in —

Wm

To The Hon. H. S. K. Morrison
Judge of the Circuit Court of
Lee County Va.

The Demurrer and answer
of George W. Ligin to a bill filed
in this Hon. Court against him
by C. D. Orr.

Respondent says the plffs bill
is not sufficient in law and
of this he prays judgement of the
Court, &c. &c.

But if any other or further
answer be deemed necessary
answering he says -

It is true he sold to the plff
the land in the bill mentioned
at the price, and payable at
the times mentioned in the plffs
bill. But it is not true that
respondent was not to have
any interest upon said pay-
ments. But upon the contrary
the two first were to bear in-
terest from the date of the Con-
tract & the last was not to
bear interest. The day after
the said writing was signed
the difficulty of properly con-
struing said Contract was seen

But on the ~~subject~~^{question} of ~~the~~^{a new} ~~employment~~^{idea}, I said next instant
interest which responded refused! But after the first of May
unless he got - paid said this spring, which was to say
with the world, appeared then that he would not start
at last - And thus is it reason why, he responds & returned to

and pointed out to the plff who did not deny, that the Contract was not full or clear but said any mistake or failure could be thereafter corrected. This is all respondent claims should be done and this he is advised is the true interpretation of said Contract but if, not, it should as he is advised be so changed as to be clear. This the plff now refuses to do. But claims that he is not bound to pay any interest. It is not true therefore that the plff has done or performed his part of said Contract, and put himself in the attitude to have the same specifically performed as he demands it. He was to execute notes payable and bearing interest as before stated, which he has not done. And the plff here seeks to have enforced a Contract never made or agreed to by this respondent, and so seeking to enforce a wholly different Contract respondent is advised that he is not bound to

execute it upon his part - And
as the plff seeks the specific
execution of a contract he is
bound by the contract he asserts and
can not set up a different one
and in equity rely upon the
advantage of a mistake, should
the Court construe the contract as
does the plff - Respondent claims
therefore that the plff has kept and
performed the contract made about
the sale of rail land, but has
failed to do as before stated
in reference to interest upon the
two ~~first~~ payments - Respondent
is advised that as the plff
has not accepted and agreed to
the contract as made, that this
respondent is released and forever
absolved from the performance,
of the contract set up by the
plff or any other, as no other is
sought or asked to be enforced
by the plff - And having now
fully answered, he prays to be
dismissed with his costs -
Permington & Dickerson

Subscribed in due form by Geo. W. Zion before
me April 4th 1888, J. A. H. H. & Co

Virginia - Lee County to wit: -

This day George W. Zion
personally appeared before me in my
County & State aforesaid, and made oath in
solemn form that the statements made
in the foregoing answer are true so far
as they are made on his own knowledge
and that so far as made on information
derived from others he believes them to be
true. Given under my hand this the
4th day of April 1888. J. A. S. Hyatt C. C.

747
G. W. Zion

ack'd Answer

C. D. Orr.

Filed by leave of
the Court. Sept 3/88.

J. A. S. Hyatt C. C.

1888 Sept 4. Repli
to answer. in open
Court by leave of the

J. A. S. Hyatt C. C.

C. D. Orr

against-

George W. Zion

Plff

Def

In Chancery.

This cause came on again to be heard upon the papers formerly read in the cause, and the report of Commissioner J. A. G. Hyatt & statements therewith, ascertaining the fair cash rental value of the lands in the proceedings mentioned, filed in the cause Feb' 16th 1889, with exceptions thereto, and was argued by counsel. On consideration whereof it is adjudged, ordered and decreed that said exceptions be overruled, and it is adjudged, ^{said report & statement, it is in approved} ordered & decreed that the plaintiff recover against the defendant \$226.50 the amount of said rents ascertained by said Commissioner and shown by ^{said} statement "A. C." with said report, with interest thereon from the 18th day of January 1889, until paid, and that the plaintiff recover against the defendant the costs of this suit. And there being nothing further necessary to be done in this cause the same is ordered to be stricken from the docket. ^{Memorandum} On motion of the defendant who suggests ^{is appropriate} that he means to appeal ^{from} this ^{of this decree} decree it is ordered that the execution be suspended for 90 days, upon the defendant executing bond before the Clerk of this Court with security, in the penalty of \$200.00

b. D. Orr.
vs { Decree Final
Geo W. Given

Entered Chas. O. B.
No 5. page 201.
J. A. Wyatt

Ente
H. K. M.
April 3. 1889

Constituted according to laws.

C. S. Orr

v.

Deann

G. W. Gion

This cause came on this day to be heard upon exceptions taken to the exhibit^{"B"} filed with Complainant's bill, and argument of counsel; and the Court being of opinion that the exceptions are well taken doth adjudge, order and decree that the said exception be sustained, and on motion of Complainant, leave is granted him to amend his bill and make proper exhibits in the cause or such allegations as is by him deemed proper, ^{to explain a failure to do} And the Cause is continued.

C. S. Orr

L. Secum

G. B. Ginn

Entered page 156,

Hyatt Clark

Enter this

H. S. M. M.

Sept 5/88

L. D. Orr.

Pltff

v s

3 In chcy

G. W. Zion

Def

This cause came on this day to be heard on the bill of the complainant and exhibits therewith the answer of the Defendant and with general replication thereto the depositions of witnesses and was argued by counsel, On consideration whereof the Court is of opinion that the complainant is entitled to the specific execution of the contract in the bill and proceedings mentioned it is therefore adjudged ordered and decreed that the defendant deliver to the Plaintiff the possession of the land assigned to him in the partition of the lands of France Zion dead and described in exhibit A^d filed with said bill consisting of two parcels one of which is described as containing 154 acres and the other two and one half acres, for which the Plaintiff may have writ of possession, ^{and it is adjudged and decreed that} As to the undivided ^{of def} interests in the lands held as down by the willaw of France Zion dead the Court ~~is of opinion that~~ said Plaintiff purchased with reference to the existence of said down estate and is entitled to the remain^{of said interest aforesaid possession thereof} duⁿ after the termination of said down

January 18th 1889.

estate. And it appearing to the Court that the said Defendant has withheld from the Plaintiff the possession of said two pieces of land since the first day of March 1888. the date at which he bound himself to deliver possession thereof it is therefore adjudged ordered and decreed that John A. G. Hyatt one of the Commissioners of this Court do ascertain and report to Court the fair ^{cash} rental value of said lands from said first day of March 1888 till the said Defendant shall deliver possession thereof to the Plaintiff. and the cause is continued.

C. D. Orr

vs. J. D. Green

W. B. W. Green

Entered Page 181-2

Enter this decree

W. B. W. Green

Dec 24th 1888.

C. D. Orr
against
G. W. Gion

Plff }
Deft } In Chancery.

This cause came on to be heard upon the bill of the plaintiff and exhibits therewith, and the process issued in the cause, and thereupon the defendant by his counsel moved the Court to quash the writ, because not executed by an officer of the Court. On consideration whereof it is adjudged, ordered and decreed that the said writ be and is hereby quashed, the Court being of opinion that the same has not been properly executed, and the rules taken in the cause are set aside, and the cause is remanded to rules.

C. D. Orr.

vs { Order

G. W. Ligon.

Entered Chcy

"B" page 134-5-

Hyatt & Co

Enter this Order.

H. S. K. M.

Apr 5 1888.

C. D. Orr

Plff.

vs

Geo. W. Zion

Def.

In Chancery

The deposition of W. R. Yeary
& Craig Pennington
and others taken at the time of taking
an account in the above styled cause
on the premises, on the 26th Feby
1889, which are intended to be read
as evidence on behalf of the Plff.
Present Plff. and Def. and their Attys.
W. R. Yeary a witness of lawful age and be-
-ing first-duly sworn deposes & says.

Quies by Plffs counsel. -

Please state whether you are acquainted with
the land sold by Def. to Plff. and if so, did
you or not propose to rent the same from Plff.
for the year 1888?

Ans. - I am acquainted with the land
and did propose to rent the same
for the past year.

Quies. 2. What rent did you propose to pay for said land?

Ans. - I proposed to furnish every thing &
give him one half, of the crops
produced.

Quies 3. Have you rented the said land for the
present year and if so what rent are you
to pay. Or what is your Contract?

The said given objects to the above question, because its immaterial to the issue what Mr. Yeary's contract is for the year 1897 after said one took possession of said land. Primmington for given

Ans I have rented the land for the present year. Our contract is that I am to cultivate the land well in corn, Oats & Millet if I choose, and I am to give Mr. Orr half of the same, and I am to furnish every thing.

Ques 4. What do you think the land cultivated by defendant last year in corn, should have produced per acre under proper cultivation.

Ans. It looks to me that the land he had in corn ought to have produced under proper cultivation, 35 bushels per acre at least; and from the looks of the stalks now on the ground I think it did ^{or ought to have} produce that much.

Ques 5. How many acres do you think was cultivated by defendant in corn last year and how many acres in Millet, and how many acres were in pasture?

Ans. I think there were about ~~75~~ 18 acres in the larger & west field about 4 acres in another field in corn, and

about 6 acres in millet and as to the pasture land not having particularly observed it, I think there was about 25 acres in the possession of said Zion last year.

Ques 6. What do you think the six acres in millet should have produced. That is how many loads, or what amount in value.

Ans. I am not well acquainted with the millet crop, hence cannot give an intelligent or satisfactory answer to myself or anyone else.

Ques 7. What was wheat & corn worth in this vicinity on the 18th day of January 1889?

Ans. Corn was worth 50 cents and wheat **one** Dollar per Bushel.

Ques 8. What do you think a fair cash rental value for the house, & lot, the 2 1/2 acres lot, for the time from Nov 1st 1888, to Jan'y 18th 1889.

Ans. I consider it, the orchard house and lot as reasonably worth 25\$ for the time specified.

Examined by ~~Ittff~~ Drift:

Ques 1st When was it that you proposed to give Mr. Orr. one-half of the crops on said land, and you furnish every thing?

Ans. It was some time during the spring of 1888, I cannot state the precise time.

Ques. 2. ~~And~~ Is it usual in this neighborhood for tenants to give over half the crops raised on lands and the tenant-furnish every thing?

Ans. I cannot state that it is in this immediate neighborhood, but it is in the neighborhood where I live, about 6 miles West of here, I don't know how lands rent in this neighborhood.

Ques. 3. Is not over half the crops on the lands rented a high rate of rent when the tenant furnishes every thing?

Ans. Where the land lays well, like this land and is tolerably good, I don't think it is.

Ques. 4. You say you think that the land that Mr. Zion had in corn the last year ought to have raised 30 bushels per acre ~~when~~ if properly cultivated; do you know anything about the manner in which said land was cultivated, whether properly or not?

Ans. From the appearance the land looks like it was tolerably well cultivated.

Ques. 5. You say corn & wheat on the 18th of Jan. 1887 was worth 50¢ per bu. for corn & \$1.00 per bu. for wheat. Are those prices the market value for

(5)

those things on that-day in ~~the~~ cash?

Ans. I don't know as to the general market but I know that such articles were sold about that time at such prices

Ques. 6. What do you think the fair cash rental value of the whole of said land that was in possession of said Zion for the year 1888-

Ans. I consider, the lands orchard and premises generally as reasonably worth 325\$.

Ques. 7. Would you be willing to give \$325 for the corn, wheat & millet that was produced upon said lands and with use of the pasture land and the orchard & house on the 2 1/2 acre lot?

Ans. I do not know what amounts of the various grains were produced by Zion, hence cannot state as to its worth, but I think I could take one half the grain &c which I think the land would produce and make 325\$ out of it.

And further this witness saith not
W.R. Yeary

not claim
50c

Craig Pennington, a witness of lawful age being duly sworn deposes & says.

Question 1st By Plaintiff,

Please state whether or not you are acquainted with the land and premises lately sold by Geo. W. Zion to C. D. Orr?

Ans. I am acquainted with said land. I am now 42 years old, I live and have lived all my life, near said land, and have had occasion to go over and examine said land closely.

Ques 2. How much cleared land do you think on the premises?

Ans. I think there is about 80 acres of cleared land, and the past year there seems to have been 25 acres cultivated in corn, about 8 acres in wheat, about 4 acres in millet, and the remaining portion is in grass, outside of the $2\frac{1}{2}$ acre lot.

Ques 3. What do you think the land should have produced last year under proper cultivation?

Ans. I think the corn land with proper cultivation should have produced 35 bu pr. acre, wheat about 10 bu per acre and millet about, I noticed

2 stacks stacked on the west lot, I did not observe what was cut on the other lots, but think that the North lot should have produced as much as the west lot, and the ^{lot} next to the barn, should have produced about an equal stack with the other stacks referred to,

Ques 4. What was wheat & corn worth per bush in this neighborhood about the 15th of January 1889? and what do you think the millet produced on the place would have been reasonably worth at that time? and what do you think the pasture land worth last year and what was the ^{rent of the} 2 1/2 acre lot reasonable worth from April 1st 1888 to Jan'y 15th 1889.

Ans. I think corn was worth 50 cents per bushel, wheat 1.00 per bu, the Millet Crop was, worth 40¢, the pasture land was reasonably worth 40¢ for the time and the 2 1/2 acre lot including house and fruit was reasonably worth 25¢.

Ques 5. What do you think the place should have rented for last year, that is what share of the crop?

Ans. I think it could have been rented for half the crops - I think there was men in the neighborhood

25
8
4
37
32
40

that would have furnished every thing and gave half for the land cultivated on the farm in question.

X examined by Dkt.

Ques. 1 What would you consider a fair cash rent for said land in question, from the 1st of March, 1888 to Jan. 18th 1889?

Ans. - I consider that all the land and premises taken all together as reasonably worth Three Hundred and Twenty three Dollars & 50 cents, reckoning only $\frac{1}{2}$ half the wheat crop.

Ques. 2 What is it reasonably worth to cut, look after, put up and thresh 8 acres of wheat?

Ans. I would think it reasonably worth Twenty Dollars.

The plaintiff excepts to the foregoing question & answers as being immaterial unless a contract is first shown.

Ques. 3. What was wheat worth at threshing time per bu., and corn at gathering time; that is, the market price of such article in cash?

Ans. Wheat was worth on sold at 90 cents, and corn at about 40 cents pr. bu.

(9)

This question and answer thereto is also excepted to because immaterial. Cor. for Plff.

Ques. 3

Please state whether Mr. Zion cultivated said land last year in a proper and husbandlike way?

Ans.

From my observation I suppose he did reasonably well.

Ques. 4

When tenants in this neighborhood pay part of the crops raised at what time in the year do they pay?

This is excepted to because immaterial?

Cor for Plff

Ans.

wheat at threshing time, and corn from the first to last November.

And further this witness

wit claim saith not.

50 Cents

Craig Pennington

Adjourned until tomorrow morning 9 o'clock

J. A. G. Hyatt Clerk

Met pursuant to adjournment and no further witnesses being presented by Plaintiff, the same was closed, and I certify the foregoing depositions was taken, sworn

Sworn to by the witnesses before
me, at the time and for the
purposes mentioned in the
Caption. Given under my
hand this 27th Feby 1889
J. A. Syatt Clerk

C. D. Orr
Depo.

vs 3

Geo. W. Zion

Taken ^{26th} & filed Febry

27 + 28th 89.

J. A. Hyatt ce.

(C. D.)

wit 1.00

John M. Parsons a witness of lawful age being duly sworn deposes and says.

Question - By the Commissioner.

Are you well acquainted with the land sold by Deft, to Plaintiff and the different crops cultivated thereon the year 1888?

Ans. I am. I live near by, and frequently pass through said land.

Question 2 By same -

Could the particular land cultivated in corn, wheat + Millit, have been rented during said year to a good tenant, he furnishing every thing and paying one half the crop raised.

Ans. - I think it could have been done.

Question 3 By same.

Then what would be a fair cash rental value for said land including the land cultivated, the pasture, and the house, lot and orchard, ~~amount to~~ from the 1st March 1888, until the 1st Jan'y 1889.

Answer From an actual calculation I

finds that it aggregate one
hundred & Ninety two Dollars,
Thus by this estimate is made reckoning
the prices at thrasing time for wheat
and at gathering time for corn,
but to price the grain as of the
18th Jan'y 1889, I find that it
would amount to \$226.25.

By Dep't. P. Take the risks as to the quanti-
ty of grain that ordinarily might
be produced upon said land, do
you consider the estimate just
made by you to be a fair cash
rental value on said land for the
time mentioned?

Ans
This is excepted to because not relevant. The
enquiry should be confined to the time &
the rents for the time specified in decree.
I calculated from Or for Plff.
~~what~~ my actual observance
of the crops raised for the
time specified, and based
my calculation upon what
in my opinion was actually
produced; but to take all
risks, ^{as against the} I would make a difference
with claim of 25%.

50¢ And further this witness saith not.

John M. Parsons

Z. T. Cecil an other lawful witness being duly sworn deposes and says.

Question 1 By Court.

Are you acquainted with the land lately sold by Geo. W. Ziow to Le. D. Orr, and occupied by said Geo. W. Ziow from the 1st March 1888, to Jan'y 18th 1889.

Ans I am very well acquainted with said land, I live near to said farm, and have recently passed over the same.

Question 2 By same.

From your observation of the land cultivated in corn, wheat and Millet could the same have been rented to good tenants, they furnishing everything and paying the renter $\frac{1}{2}$ the crops yielded for the year 1888?

Ans- It might and it might not, I can not say as to that.

Question 3 By same

What would be a fair cash rental value for said land, including that cultivated in corn, wheat, Millet

Grass land, tenant house, lots & orchard, from the 1st March 1888, to January 18th 1889?

Ans. My judgment is that it is worth one hundred Dollars upon the basis of $\frac{1}{3}$ the crops raised:— Upon the basis of $\frac{1}{2}$ the crops, it would be worth One hundred and Ninety nine ⁵⁰/₁₀₀ dollars, which last amount I obtain by calculating one half the grain raised at the market prices Jan'y 18th 1889, and including a fair rent for the pasture land, lots tenant house and orchard, to recon the wheat at threshing time & the corn at gathering time at current prices it would make a difference of 34\$ less— which would leave the rent at \$165.50 for the farm.

Corn 120.
Wheat 35.
Willet 12.50
Pasture 20.00
House & lot 12.00
\$199.50

And further this witness saith with claim not.

J. M. Lucit

50¢

The foregoing deposition was taken sworn to & subscribed before me on the 27th Feby 1889
J. A. Hyatt Clerk

Franklin B. Cox, an other witness being duly sworn deposes and says-

I am very well acquainted with the lands lately sold by Geo. W. Zion to L. D. Orr, & live near to said land.

I believe the particular parts cultivated in Corn, wheat and millet could have been rented for the year 1888, to a reasonably good tenant for one half the products, the tenant furnishing every thing, and reckoning upon that bases: from my best observation there was produced about 6000^{bu} corn and that one half thereof 3000^{bu} @ 40^c would be worth - - - - -

\$120.00

1/2 the wheat less toll @ 80^c 28.00

1/2 " Millet. Say 18.00

The pasture land - - - - - 20.00

The house orchard & lot 12.00

Aggregating - - - - - \$198.00

as the reasonably fair cash rental value of said land from the 1st March 1888, to the 18 January 1889.

and to rec~~over~~ upon the basis
of one third the crops produced
on certain said land from the
time measured north in
the aggregate one hundred
+ forty two dollars.
And further this witness with
witness not.
J. B. Boy

500.

The foregoing deposition was taken
before me the 6th March
1889.

J. B. Boy

C. D. Orr
vs ^{and} Depo.
Geo. W. Zion

Filed March 6th 1889.
J. A. Hyatt

(X Y)

wit 180

G. W. Zion
ads } In Chancery.
C. D. Orr }

The depositions of G. W. Zion and Joseph A. McGinnis taken at the dwelling house of G. W. Zion on the 15th day of Nov., 1888, pursuant to agreement, which depositions are to be read in the Chancery cause of C. D. Orr vs. G. W. Zion now pending in the Circuit Court of Lu. County, Va. For and which depositions are intended to be read in favor of G. W. Zion Deft. in said cause.

Present E. H. Pamplin atty for G. W. Zion, and C. T. Duncan atty. for C. D. Orr.

~~Question 1st~~

G. W. Zion a witness of lawful age and after being duly sworn deposes and says,

Question 1st by Pltff.

Please state if you sold your farm to C. D. Orr, where, and the terms of said sale?

Thus plaintiff objects to so much of said question as seeks to show by oral testimony the terms of said Sale, the same being shown by the written article of agreement entered into between the parties which is better evidence than the oral statements of the witness.

And in case for 90%

Ans. I did sell my farm to him on 31st of January 1888, on one two and three years time. and ^{he} was to pay one thousand dollars per year. and two thousand dollars the first day of January 1889 if he could two thousand dollars was to draw interest from date of contract till paid.

Question. 2nd

Have there any written agreement entered into between you and the said Orr respecting said sale?

Ans There was

Question 3rd.

Have you here shown the written agreement, if so, please point out any mistakes in said writing, purporting to be the true contract between you and

C. S. Orr, if there be any.

Ans.

I have been shown the Agreement entered into between C. S. Orr and myself it is filed with the plaintiffs bill marked B. said contract in regard to payments reads thus. "The parties of the 2^d part agrees to pay as follows \$1,000 one thousand dollars Jan first 1889, and one thousand Jan first 1890, and one thousand Jan first 1891. Without interest It should have read \$1,000 Jan 1st 1889 and \$1,000 Jan 1st 1890, and \$1,000 Jan 1st 1891. The last payment without interest, but the first 2 payments with interest from the date of said written Contract

Question 4th.

Said Contract - recites that - you sold to C. S. Orr your farm containing 15th acres and your interest in the dower which is one-half of the same, do you own any more lands near to said farm & dower?

Ans. I do. I own 2th acres - a house and lot.

Question, 5th.

Has it the intention of yourself and C. S. Orr to include

said 2 1/2 acres - said house and
lot in said sale?

Ans. It was not
Question 6th.

Said writing recites that you
had received one dollar on the
signing of the same, state if you
did so receive one dollar from
the said Orr or anyone else for
him on signing the same?

Ans. I did not receive anything
from said Orr or any one
else for him.

The above question and answer
are objected to, because directly con-
tradictory of the writing signed by said
witness.

Decision for Plaintiff

Question 7th.

Please state the time of day
said writing was prepared, ^{and signed} and
the surrounding circumstances?

Ans. Late in the evening, - about
sun-down and at the dwelling of
Craig Dunnigton's - some three-fourths
of a mile from my house, and
before I had fed my cattle. Thus
I was in a great hurry and so
wrote said writing and signed it.

G. W. Zion
ads } In Chancery.
C. D. Orr }

The depositions of G. W. Zion and Joseph A. McGinn taken at the dwelling house of G. W. Zion on the 15th day of Nov., 1888, pursuant to agreement, which depositions are to be read in the Chancery cause of C. D. Orr vs. G. W. Zion now pending in the Circuit Court of Lu. County, Va. For and which depositions are intended to be read in favor of G. W. Zion Deft. in said cause.

Present E. H. Cunningham atty for
G. W. Zion and
C. T. Duncan atty. for C. D.
Orr.

~~Question 1st~~

G. W. Zion a witness of
lawful age and after being duly
sworn deposes and says,

Question 1st by Pltff.

Please state if you sold your
farm to C. D. Orr, when, and the
terms of said sale?

Thus plaintiff objects to so much of said question as seeks to show by oral testimony the terms of said Sale, the same being shown by the written article of agreement entered into between the parties which is better evidence than the oral statements of the witness.

Deveraux for Def.

Ans. I did sell my farm to him on 31st of January 1888, on one two and three years time. and ^{he} was to pay one thousand dollars per year. and two thousand dollars the first day of January 1889 if he could. Two thousand dollars was to draw interest from date of contract till paid.

Question. 2nd

Have there any written agreement entered into between you and the said Orr respecting said sale?

Ans. There was

Question 3rd.

Have you here shown the written agreement, if so, please point out any mistakes in said writing, purporting to be the true contract between you and

without-reading it- over.

Question 8th.

Then did you first-discover, after said writing was inter'd into, that-it-might-be construed to disallow you interest-on either or all of said payments as well as the last-?

Ans. next day in the evening

Question 9th.

Did you call Mr. Orr's attention to this probable construction, and if so when and where, and what did he say?

Ans. - I did on the same evening on which I discovered it at my cattle-barn.

He said he thought there could not be any such construction put upon said writing. but if there should be he would fix it, at the same time and place. I remarked to him I was to have interest on the two first payments. and he did not deny it.

Question 10th.

Was any one present at the time of said conversation at said barn, if so, who?

Ans. There was a portion of the time

J. A. McQueen
Question 11th.

At the time ~~of~~ said writing was entered into, was it an agreement that other writings were to be prepared and entered into, if so, what was the purport of such writings to be afterwards entered into.

objected to because irrelevant and immaterial Duncan for Jeff

Ans

It was the agreement that other writings was to be entered into. We were to go to Jonesville when convenient and have prepared by some attorney, a title bond setting forth the land sold the amount to be paid therefor, the terms of payments, and the kind of title I was to make him, and the said C. D. Orr was to execute his notes with Robt. W. Orr security to the first note, and his individual notes for the other two payments, first note due Jan 1st 1889. 2^d note due Jan 1st 1890, ^{both} with interest 3^d note due Jan 1st 1891 without interest.

Question 12th.

Did the said C. D. Orr ever go, or propose to go ^{to} Jonesville

to fix up said title bond and notes.?

Ans. he did on the 2d day after the 31st of Jan 1888 propose to go to Jonesville. but did not go.

Question 13

Why did he not go.?

Ans

because he did not agree to pay interest on the first two payments and I would not agree to enter into a title-bond unless he would pay me interest on said two first payments. he said he wanted ^{possession} by the first of March, 1888. I told him I would not give him possession then unless he would execute his notes with interest ^{as agreed} he remarked that he would not execute such notes hence would not take said land

Question, 13. Th.

Did C. S. Orr demand possession from you of said land, if so state when, where and tell what was said between you at the time?

Ans. He did on the first day of March 1888. I told him I would not give him possession unless he would execute the first 2 notes bearing interest from the 31st day of Jan 1888. as said writing should so have expressed it. he said he would comply with no contract except the writing entered into by us at Craig Benningtons

Question, 14.

In all your conversations with C. D. Orr in regard to this sale, did ~~C. D. Orr~~ ^{he} ever deny flatly that he was not to pay interest on the ~~the~~ two first payments for said land?

Ans. He did not

X Examined

1. Question Where was said trade between Orr and yourself made?

Ans. At my barn near my dwelling house

2. Question Where was it reduced to writing

Ans. At Craig Pennington's

3. Question Who drew up the writing signed by him and yourself and filed with Pliffs bill as exhibit "B."

Ans. I wrote it. we had a form-book from which he read the former parts ^{to the}

4. Question How much interest did you demand from him at the interview spoken of between him and you at your cattle barn.

Ans. Interest the two first payments

5. Question Did you not claim to him at that time that you had made acqui-

take in interest of \$165⁰⁰ and demand that sum?

Ans.

I do not remember to have demanded any particular sum from him I did demand the legal interest on the first two payments.

- 6 Question A few days after said trade in or Clear Spring Church did not R. M. Orr in the presence of C. D. Orr ask you what was the matter with you and Charles and did you not then tell him that you was to have interest on the first payment.

Ans. I did meet him at the place mentioned and he asked me the difference between us. I told ^{him} the interest on the first two payments was the amount between us.

7. Question. You state that you discovered the mistake the next evening after the writing between you was signed where were you and who was present when you made said discovery.

Ans

at my cattle barn on the hill, and J. A. McQueen was present part of the time.

- 8 Question How come you to make said discovery?

Ans

In studying over our contract.

- 9 Question Did you have the writing present when you made said discovery

ans

He did not

10

Did you know that you had written said contract using the words "without interest"

Ans

I did, after I ^{had} studied it over

11

reaction. If you were to have interest on the two first payments, how come you to use the words "without interest"?

Ans

The words "without interest" were meant to apply to the last payment and not to the other two

12.

reaction Did not C. D. Orr during the time you and he were talking about trading expressly tell you that he would not pay interest on any part of the purchase price of said land?

Ans

He did not

And further this defendant said that
Geo. W. Zion.

J. A. McQueen another witness of lawful age after being duly sworn, deposes and says,
Question 1st.

Do you know whether G. W. Zion sold his farm to C. D. Orr?

Ans - It is my understanding.

Question 2nd

were you present at any time
while they were trying to make
a bargain, if so, state what
~~you~~ heard in regard to the
amount Orr was to pay for said
land, and I was present when the
contract was made. my understanding was
that said Orr was to pay \$3000. with interest
first payment of one thousand dollars
to be made Jan 1st 1889, 2^d and 3^d payments
of one thousand dollars each was to be made
Jan 1st 1890 and Jan 1st 1891 respectively.

The above question and answer are
objected to because said contract was
reduced to writing which writing
speaks for itself and cannot be con-
tradicted raised or altered by parol
testimony.

Answer for Petff

2. Ques. Where was this contract made?

Ans. At the barn near ^{Zion's} ~~my~~ house.

3 Question.

Did they there or at any
place in your presence, ^{reduce or} attempt
to reduce this contract to writing?

Ans. I saw Es. H. Zion writing
on a piece of paper but I
don't know what it was he
was writing.

4 Question.

What became of them - The
said Orr & Zion that day?
Ans. They got on their horses
and went in the direction of
Craig Pennington's.

5. Question.

What time of the day
was it?

Ans. About 3 o'clock.

6. Question.

Were you present the next
day at the cattle barn on the
hill where said Zion & Orr
held a conversation in re-
gard to the sale of said land,
and if so, please state what
you heard said between
said parties?

Ans. Mr. Orr came to said
barn where Mr. Zion & myself
were, and Mr. Zion told
Mr. Orr, there was a mistake
in the writings entered into be-
tween respecting said sale;
Mr. Orr remarked he did not think
so, to which Mr. Zion replied
he knew there was, that
they had left out the in-
vest; and then Mr. Orr re-

pyed that if there was such a mistake, they would fix it up in a day or two.

Objected to because irrelevant and immaterial the conversation having been had after said trade was consummated.

Duncan

7th Question.

Did you ever hear any other conversations between said Zion and Orr in regard to said sale, writings and any mistakes in said writings?

Ans. On the 1st day of March, 1888, Mr. Orr came to Mr. Zion's house and offered him his notes and demanded possession of said land. Mr. Zion told him he would not give possession nor take the notes unless the notes were drawn in pursuance to their real contract. Mr. Orr said ~~said~~ he proposed to stand to no contract but that expressed in the writings.

8. Question.

Did Mr. Zion claim interest on said purchase money and

did you ever hear Mr. Orr di-
rectly, in either of said conver-
sations, deny that no interest
was to be paid on said purchase
price for said land?

Ans. I have never heard Mr. Orr
deny but what he was to pay
interest to Mr. Zion in his
presence.

9. Question.

By way of refreshing your
memory, do you not remember
another conversation between said
Zion and Orr at or near Clear
Spring Church, if so, state what
was there said?

Ans. - Mr. Zion & myself were
in a wagon and we met R. H. &
C. D. Orr. R. H. Orr in Mr C. D. Orr's
presence asked Mr. Zion what
it was between him and C. D.
Orr. Nothing only the question
of interest on said purchase
money was the reply of said Zion.
Mr. Orr never denied but what
he was to pay interest.

X Examined

1 Question. You say C. D. Orr did not

deny in any of the conversations
spoken of by you that he was to pay
interest. Did he ever admit that he
was to pay interest,

Ans He did not admit that he was to
pay interest, but at the time he said
if there was a mistake he would
fix it up in a day or two,

2 Question How much mistake did Mr
Lion claim he had made

Ans He never said,

3 Question Did he not claim that he
had made a mistake of \$165⁰⁰ in interest

Ans I don't think he did in my presence

4 Question Did he not claim he had
made a mistake in the interest on
the first and second payments

Ans. He told Robert ^{Orr} that he had made
a mistake on two payments but I
don't know whether was the first and
second or on the second and last,

5 Question Before said trade was
made did not C D Orr in your
presence tell Mr Lion that he would
not pay interest on any of said
payments,
Ans No Sir,

6 Question Were you present all the time while said trade was being made

Ans No sir, I was only present a part of the time, I heard George ask him \$3000 with interest but I could not hear any of the replies made by Mr Orr, he talked so low,

7 Question, Did you hear any of the replies made by him in the other conventions at the cattle barn and near the Spring Church or did he still talk low

Ans I heard his reply at the cattle barn "if there was any mistake in the writings they would fix it up in a day or two,

8 Question, What mistake did George tell him there was in the writings

Ans, He told him they had left out the interest,

9th Question Did he tell him what interest was left out?

Ans He did not,

Examined by Deft.

You say at the cattle barn you heard Mr Orr make ^{this} reply, "That if there was any mistakes in the writing they would fix it up in a day or two," what was it Mr. Zivon said to

to Mr. Orr that he made this
reply:

Ans. Mr. Zinn said that ^{out} ~~the~~ ^{of} the
interest had been left ^{of} the
writings and it was to this
that Mr. Orr made said
reply.

And further This deponent
saith not,

got all the same

Virgine du comté Lowell

I H. B. Cox, a Justice of the Peace in and for said County do certify that the
of L. H. Zim and J. A. Magnum
for young depositions, were taken in view
to and subscribed before me at the time
and place and for the purposes mentioned
in the caption, Given under my hand
This 15th day of November 1898

F. B. Cox J.P.

15th Zion
ads $\frac{4}{3}$ Depositions
C.D. Orr

Filed Nov. 17th 1888.

J. A. Wyatte. c.

What fee \$1.00
J. P. Fee \$2.00

I have
I certify that I have
engaged 4 hours in
taking said depositions
given under my hand
this the 15th day of Nov. 1888.
H. B. Cox J. P.

The depositions of J. E. Hobbs
Larkin Herndon, and Joseph
A. McQueen.

taken at the house of Geo. W. Zion
on the 27th Febr'y, 1889, at the time
of taking an account in the
Chancery Cause of E. D. Orr
vs Geo. W. Zion, which are
intended to be read as evidence
on behalf of said G. W. Zion
Present, Plaintiff and Defendant
with their attorneys.

J. E. Hobbs a witness of lawful
age being duly sworn deposes
and says.

Question 1st By Defendants atty.)

Are you acquainted with the land
recently assigned to G. W. Zion out of
the estate of France Zion dec'd and sold
by the said George to E. D. Orr, if so
how long have you known said
land?

Ans. I am acquainted with said
I am now 52 years old and
have been raised near by
said land, and have known
it all my life.

Ques. 2.

From your knowledge of said land what do you consider a fair cash rental value for ~~said land~~ ^{the same} from the 1st day of March, 1888 to Jan. 18th 1889?

Ans. I don't know any thing of the crop raised the past year, but I consider one hundred dollars a fair cash rental value for the period of time stated, for said land.

Ques. 3.

When tenants furnish everything what part of the crops is it usual in this neighborhood for tenants to pay for land, when the renting is for a part of the crops?

Ans.

I suppose a majority rent for the third, I rent my land that way, where tenants furnish everything I have land near to and around said land.

Ques. 4.

When the renting is for a part of the crops, at what time of the year is it customary in this neighborhood for tenants to pay such rents?

This question is excepted to because immaterial to the inquiry to be made.

Or for Off.

Ans.

Wheat is generally divided at threshing time and corn at gathering time from the pile.

Ques. 5.

What was the ^{cash} market price of wheat in this neighborhood at threshing time for the year 1888, and also that of corn at getting time for the same year?

This question is also excepted to because immaterial

Cor for Plff.

Ans. - The cash market price, of wheat at threshing time, or thereabouts I was informed by A. K. Debush, was from 65 to 75 cents, after it settled he informed me he gave 80 cents, I don't know of my own knowledge as to said market, as to corn I purchased 50 Bushel of corn ^{from Mr. McGovern} which grew on the land in question for which I gave ~~him~~ 35 cents per bushel from the heap, and I gave ~~him~~ 15 cents a bushel for short corn,

Ques. 6.

What is it ^{reasonably} worth to cut, put up, stack, thresh &c 8 acres of wheat?

This is also excepted to as immaterial, unless a contract was first shown

Cor, for Plff.

Ans. - I consider it worth about Twenty Dollars.

Ques. 7.

What is a good two-horse wagon ^{worth} worth at cutting time?

This is excepted to also because immaterial.
Orr for Offl.

Ans. I suppose an ordinary load of Millet is worth from 3 to 4¢ per load, according to the size of the load.

Ques. 8. Did you make any observations last summer as to the manner that the said Zinn cultivated the land he had in corn on said land, if so state what your observations were?

Ans. I did not, only as I passed along the road, I was not out on the farm, from my observation in passing along it looked like it was reasonably well cultivated.

Ques. 9. Do you remember anything about the quality and quantity of the fruit in the orchard on the 2nd were lost, if so please state all you know about it?

Ans. The fruit crop in this neighborhood was not good the past season, I noticed some fruit in said orchard, I eat some fruit from said orchard, in passing.
And further this witness saith not
+ J. E. Noble

(5)

Larken Herndon was then introduced duly sworn deposed says

Ques. 1. Are you acquainted with the land recently assigned to G. H. Zion out of the estate of France Zion died and by the said George sold to C. Stern, if so how long have you known the same?

Ans. I am acquainted with said land and have known it for the past forty years - I have helped roll logs on the most of it, I live near to said land.

Ques. 2. What do you consider to be a fair cash rental value of the said land, from the 1st day of March, 1888 to the 18th of Jan., 1889.

Ans. My judgment is that about one hundred Dollars is a fair cash rental value for the entire land & premises.

Ques. 3. When tenants furnish every thing what part of the crops is it customary to pay for land in this neighborhood, when the renting is for a part of the crops?

Ans. I have been renting land for over 30 years, and have never paid over one third of the crops. However there are exceptions

to this rule, but one third is the general custom.

Ques. 4. - Did you notice last summer as to the manner in which Mr. Zinn cultivated the land he had in corn; if so please state what your observations were?

Ans. - I frequently passed and noticed said crop - and from what I could observe the land was well cultivated.

Ques. 5. Did you make any observations as to the fruit crop upon the two and one-half acre lot, ^{for the year 1885} if so please state what your observations were?

Ans. My observation was that the fruit generally in this vicinity was very nearly a failure - I did not notice particularly as to this particular orchard, but don't think there was much fruit in it.

Ques. 6. What was the market price of wheat and corn in this neighborhood at threshing time and at gathering time?

This question is excepted to because immaterial

Or. for Diff.

Ans. Wheat was selling at from 60 to 75 cents per bushel I was offered 80¢ for mine, but I had extra wheat. Corn sold at from 30 to 40 cents.

+ Examined

Ques by Plff's counsel.

Have you any knowledge of the quantity of corn, wheat & millet produced on the land last year & if so please state what that knowledge is?

Ans. I do not know what quantity was produced of any kind.

Ques 2. What was corn & wheat worth per bu in this neighborhood about 15th January last?

Ans. Corn was worth 50 cents per bu and wheat \$1.00.

The above question & answer are by deft. objected to because if Plff. is entitled to corn & wheat off of said premises on the value of the same, it should be at the time of threshing & gathering, and not 3, 6, or 12 months afterwards. Permeant for deft.

Ques 3. If the land produced 875-bus corn, 79 bus wheat, 4 or 5 stacks millet, besides the pasture house & lot and orchard, and would have

rented for one half the crops and was paid according to the value of the products at the end of the term, say Jan'y 18th 1889, what then would you consider said rent worth as of that date.

This question is by def't. objected to because hypothetical, it not being proved that said land would produce 875 bu. or 4 or 5 millet-stacks, or 79 bu of wheat. and that said Ziair knew that such ^{things} would be the case.

Demmington for def't.

Ans- Supposing that there was 875 Bu corn 79 Bu wheat, the amount of Millet stated raised, $\frac{1}{2}$ the corn would be 218\$, half the wheat \$39.50 pasture 20\$ house & lot including orchard 11\$ and the millet I suppose would be reasonably worth from 16 to 20\$.

218
39.50
20.
11
18
\$306.50

Ques 4 Is it customary ^{in this neighborhood} to pay a money rent at the end of the term or during the term?

This question by def't. is objected to, because immaterial to the subject of ~~the~~ inquiry, the inquiry ordered by the court being to determine "the fair cash rental value of said land from March the 1st 1888" to Jan'y 18th 1889

Demmington
for def't.

(9)

Ans. My judgment is that it would be at the close of the term or year.

The witness states to the Commission that he supposed there was about 18 acres cultivated in corn and that it reasonably, from his observation produced 35 bu per acre - and that from what he had been informed and believed, this particular land could have been rented for one half the crop, the tenant furnishing everything for the year 1888.

And further this witness saith not.
Larkin Herndon

Joseph A. McQueen another witness of lawful age being duly sworn deposes and says.

Ques. 1

Please state what you ^{may} know about the crops that was produced upon the lands by Zio ^{for 1888} sold to Orr, and how you obtained your information.

Ans. - I worked as a hand during the year 1888 for Mr. Zio and helped to cultivate said crop, and I think

18
33
50
54
63.0

there was about 500 Bu corn raised
I cultivated about 6 Acres of the land
which produced by measurement
116 Bu, and ^{my} 6 acres was about
average land and corn.

I assisted in gathering the remainder
of the corn and there was 15
wagon loads, which measured
18 Bu each, they being about average
loads, and there was in addition
to these loads about 90 Bu gathered
& fed on the ~~South~~ side of a branch
of mill.

There was 4 common stacks, worth
about 35\$.

Ques. 2. Did you make any observations
as to the fruit-crop upon the two
and one-half acre lot for the year 1888,
if so please state what your observa-
tions were?

Ans. I lived in the house in or near
said orchard, and there was
but little if any fruit on the
trees last season

Ques. 3. What do you consider to be a fair
cash rental of the land sold to me by
you from the 1st day of March, 1888 to
the 15th Jan. 1889?

Ans. I think one hundred Dollars would be
a fair price.

X Examined.

Ques 1. If the land had been rented for one half the crop for last year, and the pasture and house and lot added at a reasonable rent, what would the rent have been worth on that basis, Jan'y 1st 1889?

Ans. Upon this basis it would have been worth \$212.50, as I calculate it.

$$\begin{array}{r} 125 \\ 40 \\ 30 \\ \hline 175 \\ \$212.50 \end{array}$$

Ques 2. Was the corn produced by Mr. Lyon measured?

Ans. Not accurately, only by the wagon load, and an average load being shucked and measured.

Ques 3. How many acres were in corn in the west field South of the ditch?

Ans. My guess would be about 5 acres.

Ques 4. What kind of land is that and how does it compare with the balance of the field?

Ans. It appears to be better land, but this year, it produced no better corn than the other land, the frost injured the crop & necessitated its being re-planted.

Ques 5. Did or not Mr. Lyon feed out of his corn from the time it would do to feed until he gathered, and cut and use the millet in the same way?

Ans. He did commence feeding corn when it commenced to harden, and

1/3 of a load of millet ^{was} used before the usual time for cutting the crop

Ques 6 What part of the field did you cultivate in Corn?

Ans. I cultivated the North west portion of said field including the up land of said field.

Ques 7 Did you live on the 2nd Acre lot & if so when did you remove from it?

Ans I did and moved therefrom about the 1st Decr. 1888.

Ques. 1 Re examined.

If the land in question had been rented for one-half of the crops for the year 1888, and the pasture and house and lot added at a reasonable rate what would have the rent have been worth on that basis valuing the crops raised at harvest or gathering time for said year?

Ans. Upon this basis, according to my calculation it would be worth 163\$.

And further this witness saith not

wit claim
50\$.

J. A. H. of name

The foregoing deposition was taken, and sworn to before me at the time and place and

For the purposes therein stated
Given under my hand this
the 27th Feby 1889

J. Alsbyatt c c

Geo. W. Zion
and 3 Depts.

C. D. Orr

Taken & filed

Feby 27th 1889,

J. A. Hyatt & Co.

(C. W.)

The depositions of C. D. Orr & R. W. Orr
taken ^{by consent} at the law office of E. W. Penning-
ton in the town of Jonesville Va on
the 20th day of November 1888, to be read
as evidence on behalf of plaintiff in
a certain suit in chancery now pend-
ing in the Circuit Court of Lee County Va,
in which the said C. D. Orr is plaintiff
and George W. Zion defendant.
Present James W. Orr of Counsel for Plff.,
and E. W. Pennington Counsel for Deft.

The said C. D. Orr a witness of lawful age
and first-duly sworn deposes and says.

Ques 101. By plffs Counsel.

State when it was you purchased
defendants farm.

Ans. I purchased said farm on the 31st
day of January 1888.

Ques 102. Was the contract between you & Mr. Zion
reduced to writing and if so by whom.

Ans It was - and by Mr. Zion himself.

Ques 3 Is the said written contract filed with
your bill as exhibit "B", and if so, does
it or not, show correctly the contract
between you and Mr. Zion

Ans It is, and it does set forth
the contract as we traded, I
was to pay him three thousand

Dollars for his land, payable at the times stated in said exhibit "B", without interest.

Ques 4 Did you or not at the time of said trade or at any time agree to pay interest on said purchase money or any part thereof?

Ans. I did not.

Ques 5th State what was said between you & Mr. Zion in regard to the purchase price of said land and the interest.

Ans. I went to Mr. Zion to purchase his land, he got his horse and went with me over and showed me, his land on the North of the road, I asked him about his water on the said land North of the road, and he took me to a small Spring which he informed me was weak apart of the year, but that he had two acres and a half on the South of the road, where a cabin house ~~is~~ situated, ~~on which~~ ~~he had an abundance of water~~ ^{or water right} and a half interest ~~in~~ a fine Spring near by, he then took

me on said two and a half acres, and pointed out to me the lines thereof, and informed me the Commissioners had given him this lot on account of the water and for a house site, he then pointed out to me the dower in which he said he owned a half interest and said he wanted to sell me his entire interest to and in all of said lands. Stating that he owned three shares in his fathers farm and the land shown me had been assigned him by Commissioners who divided said land, except the dower and he owned half of it at his mothers death. I then asked him what he would take for his land and answered me "he would take 3000⁰⁰ \$". I offered him 2800⁰⁰ \$ and finally offered him 2900⁰⁰ \$, terms not mentioned, he refused to take the 2900⁰⁰ \$ saying he would

not take less than 3000^{off}, he then
asked about interest - I told him
I would not pay him interest,
I then asked him what was
the very best he would do, and
he said he would take 3000^{off}
on 1, 2 & 3 years time. I said
without interest, He said Yes.
I then told him I would
take it.

The deft. objects to that part of
the above question and answer that
refers to the purchase price of said
land and all of which that relates
to what occurred before the bar-
gain was struck between said par-
ties as the same is irrelevant and
immature. The deft. further objects
to said answer in so far as it
goes to show any thing ^{about} the land
purchased and sold as the written
contract shows the land sold
and purchased, therefore said writ-
ing is the best evidence on said
point.

Ques 6

Remington for deft.
Was or not the land thus shown you
& interest and water right &c the
land &c purchased by you from Mr Lyon

(5)

as his farm? Ans It was.

Self: objects to said question & answer as the writing entered into shows the sale to have been Mr. Zion's farm and same interest, and that part of said writing is not sought to be reformed by the bill of pelfs.; the writing is the best evidence and for-
sol evidence is inadmissible to vary, alter or change the terms of said writing. Demmington for Def.

Ques 7th. After you accepted Mr. Zion's proposition as you have stated, what next occurred?

Ans We agreed to go to Craig Demmington's who had a farm book, where we could reduce our contract to writing, and we went and did reduce our contract to writing, as before stated Mr. Zion done the writing, from the book, having the same on the table before him, he wrote on until he come to ^{the} place for a description of the land sold me, and he asked me how to describe said land, stating to me that he thought he had about 150 acres on the north of the road and $2\frac{1}{2}$ acres on the south side

of the road where the cabin stood
and that the damen contained
150 Acres and he owned a half
interest, in it, "I told him to put
it down at 150 A. More or less, out-
side of the damen, which I suppose
would do or cover it all.

When he came to the payments,
I told him to be sure and
put them down without inter-
est, so that there would be no
mistake about it hereafter

When the writing was comple-
ted, we both read it over car-
efully, and agreed that it was
our contract, and thereupon we
both signed it and called
Mary Pennington as a witness
and gave her the contract
to hold between us.

Just before parting with Mr. Giv
he asked me, what he would
do with one Mrs. McQueen who
lived in the cabin house, ^{on the 2^d acres} and with
whom he had a contract of renting
said house for one year, and that he
was to work with him at 50¢ per
day. I answered him and told

him to let that remain and that ~~quite likely~~ I could continue or take his contract with said McQueen, and that I would see McQueen in a few days and I would take his contract with McQueen, and keep McQueen where he was.

At the same time, just before parting, Mr. Zion said, that he had done one thing he ought not to have done - "I ought to have made you pay interest on the first payment". To which I remarked "If you had, there would have been no trade between us."

While he was writing the Contract when he came to the place that recites that \$1.00 was received by the party of the first part, I said to Mr. Zion "I will pay you that one dollar now." He replied, "He ^{refused to} care nothing about that one dollar."

The Deft. objects to above ~~said~~ answer in so far as the conversation is detailed in regard to the ~~to~~

2 1/2 acre lot as it tends to vary and
after the terms of said writing. And
The conversation with said Zion de-
tailed by witness about the M^{rs}.
Queen matter as it is immaterial
and irrelevant, is objected to.

Dunnington for deft

Ques 8th When did you next see Mr Zion and
what occurred between you?

Ans Early next morning he came
to my father's house, where I
reside, and wanted to rent the
farm he sold me, for the year
stating it was getting late to
rent and that he might have
some trouble getting him a
place. I informed him I had
made some arrangements to
cultivate the land myself, but
that I would think the matter
over, and see him in the
evening about it. I again
offered him the one dollar
mentioned as received in the deed
by pulling it out of my pocket
and offering it to him, he again
said he cared nothing about
it and would not take it.

9

In the evening of the same day, I saw Mr. Zim on the farm at his cattle barn - and he asked me if I knew, we had made a mistake, I told him I did not, and asked him how - or in what way. He said that since he had figured on it, he had found that there was a mistake of about 16.5¢, that he aimed to make his land bring him 2800¢ cash, and he had found that it had fell short about 16.5¢, and that that was less than the real value thereof anyway, and said to me that he would give me 5¢ to drop the trade and have nothing more to do with it. He seemed to be dissatisfied with his trade. I told him that I could not do it, and that if there was any such mistake I had nothing to do with it, that I had nothing to do with the pricing of his land - and if any ^{such} mistake had been made he had made it, he replied yes.

but it is a mistake. He also stated that the mistake was the interest on the entire amount until the first payment fell due.

Tues 9th State whether or not a few days after the trade was made, near Clear Spring Church R. W. Orr in your presence asked Mr. Gion what was the matter with him & Charles, (meaning you) to which he ^{Gion} replied he was to have interest on the first payment?

Ans He did ask the question, and Gion replied that he was to have interest on the money until the first payment was due.

Tues 10th Did Mr Gion, or not, in your conversation at his barn, or at any other time call your attention to any difficulty in regard to construing the written contract between you?

Ans He never did.

Tues 11th Did you at any time tell Mr Gion you would not take the land?

Ans I did not.

Tues 12th Did Mr Gion on 1st Nov 1888, when you demanded possession of him tell you he would not give possession unless you would execute the first two notes bearing

interest from Jan^y 31st 1888, as the writ-
ting should have expressed it?

Ans He did not, but said he would
not give possession, remarking
he would not comply with the
written contract at Mr. Pennington's
but that he would comply
with the verbal contract
at the barn

Ques 13th When & where did Mr Gion first claim
to you or in your presence that you was
to pay him interest on the two first pay-
ments from the date of the trade?

Ans on the 1st March 1888, when
I demanded possession
he claimed that I was to
pay him interest on the
money for first two years.

Ques 14th Did you or not when Mr Gion was writ-
ting the contract between you read to
him from the form book while he wrote?

Ans I did not, he had the book
open on the table before
him, looking at it himself
X Examined by Deft.

Question 1st.

How many acres in that
part of the tract of land purchased

by you from Zion and described in exhibit B as a "farm"?

Ans. I do not know of my own knowledge. He told me at the time of the trade was made he ^{on the north of the road.} thought there was about 150 a.,
Question 2nd.

In which exhibit "A" or "B" in your bill is described as having the greater number of acres of land, and how many acres difference? if there be any difference?

Ans. Exhibit "B" calls for 150 acres more or less, which was intended to include ^{both pieces one} ~~the farm north~~ north of the road and also the one south of the road or the 2 1/2 acre lot. Exhibit "A" shows the place north of the road to contain 154 acres more or less, and the place south of the road 2 1/2 acres ^{more or less} more or less, a difference of 1 1/2 acres in the two exhibits.

Question 3rd

Do you ^{know} that the number of acres set out in exhibit "A" is not the true number of acres.

Ans. I do not

Question 4th.

If there are 156½ acres in the lots north and south of the road then there is a mistake in regard to the number of acres ^{in said land sold you} of 6½ acres.

Ans. I can't consider there was a mistake in the number of acres sold me for I bought all he had. He nor I did not at the time know how many acres there were.

Question 5th.

Was anyone present at the time you and Zion had the conversation at Zions cattle barn spoken of by you, if so state who?

Ans. Joseph A. McGinn was present a part of time while we were talking about this matter. He came into the barn while we were talking as aforesaid and cut up some corn and left, and went out to feed some cattle.

Question 6th.

While McGinn was in the barn where you and Zion were talking, were you talking in such a way that McGinn might have heard what was said between you?

Ans. I suppose he could have heard what was said between us. He was in five or six feet of us while cutting his corn.

Question 7th.

In your examination in chief you say in answer to Question 13, you say Zion then claimed interest on the whole purchase money for two years, are you certain he then claimed interest, or did he not claim interest on the two first payments and not on the whole of the purchase money for the two first years?

Ans. I can state he certainly did claim interest on the money for the first two years and not on ~~not~~ the first two payments.

Question 8th.

Where was the contract or trade made between you and Mr. Zion, and was any one present at the time, if so, who?

Ans. It was made under the barn shed near his house, Raleigh Myers came and caught a horse and left. If any one else was

present at any time while we were trying to trade, I do not remember it. I remember J. A. Thompson being at Zion's dinner table when we ate dinner.

Question, 9th.

At the time of the contract was made or at any time while it was in progress were you or not to execute to said Zion notes or bonds for the said purchase money?

Ans. It was talked of and he asked me to get R. H. Orr to go my security on the first note, and my individual notes for the other two payments. I agreed to execute such notes provided I could get R. H. Orr to go my security on the said first note, and provided Mr. Zion would come to town as soon as convenient and have a title bond properly prepared by some atty., setting forth the facts and bounds of the land, number of acres &c.

Question, 10th

Did you see Mr. R. H. Orr and try and get him to go your

security on said first-note? and
did he consent?

Ans. I did, and he consented
to go my security. I prepared the
notes and R. H. Orr signed them
~~them~~ all three of them. I informed
said Zion of this fact at the cattle
barn ~~of this fact~~ the next day,
and told him I had his notes
ready for him.

Question 11th.

Did you show the notes
as prepared by you to said Zion
and tender them to him?

Ans. I don't think I showed
them to him nor tender them
to him. He now asked me to.
I told him I had them ready for
him and he then went off
talking about the mistake before
mentioned at said place & time.

On the first day of March, 1888 I of-
fered him the same notes but he
refused them, and said he had
no use for them.

And further this deponent
saith not.

C. W. Orr.

17

R. W. Orr another witness of lawful age and being first duly sworn deposes & says.
 Ques 1- By Plff-

Please state whether or not, a few days after the trade between Plff & Deft, near Clear Spring Church, you, in presence of Plff & Deft, asked the defendant what was the matter with him & Charles (meaning Plff) to which Deft replied that he was to have interest on the first payment.?

Ans At the place mentioned I did ask the defendant "What was the difference between him and Charles (meaning the Plaintiff) he said there was a mistake of 165\$ as well as I remember, was the amount, and that he was to have interest on the whole amount until the first payment became due.

The off. objects to said question as it is leading, and to ^{the} answer thereto, as it is not responsive to the question asked

not claim

Feb 22

Pennington for Deft

And further this witness saith not.
 Robert W Orr

By an agreement between the parties, the further taking of depositions in this cause is continued until Saturday the 24th Novr. 1888.

J. A. Hyatt Cur.

Met pursuant to adjournment on Saturday the 24th Novr. 1888.

Zachariah Leisl a witness of lawful age being duly sworn deposes and says.

Question^{1st} Did you or not, have a conversation with G. W. Zion soon after his land trade with C. D. Orr in which you asked him. What was the difference or difficulty between him and said Orr, and if so please state when and where it was and what was Mr. Zion's reply to your question!

Ans I did have a conversation with G. W. Zion soon after his land trade with C. D. Orr at Mr Floar's shop, in which the above question was asked

him by me, and he stated to me that Mr. Orr was to pay him 165\$ in interest on all the money for the first year, and he was to give him possession, but that there was a failure to put it in the writings that way, and that if Orr did not pay him the interest he would not get the land.

And further this witness
witness 820. Saith not. J. M. Lucie

The foregoing deposition was taken at the time and place mentioned in the caption. Sworn to and subscribed by the witness in my presence.
Given under my hand this
24th Nov. 1888.

J. A. Hyatt
Clerk

le. D. Orr
vs ³/₃ Depo
G. W. Brown

Filed Nov. 24th 1886
J. A. Hyatt & Co

Court fee 37
wit 2.04
\$7.04

C. D. Orr

Plaintiff

vs

Geo. W. Zion

Defendant

(In Equity)

To the Hon. H. B. K. Morrison
Judge of the Circuit Court for Lee County Va.

By a decree entered in the above styled
cause on the 8th Decr. 1888, I was appointed
a commissioner and directed to ascertain
the fair cash rental value of the land
sold by George W. Zion to C. D. Orr from
the 1st March 1888, to the time at which
said Zion should deliver said Orr
the possession thereof, which the parties
agreed was done on the 18th January 1889.

Pursuant to the requirements
of said decree - I went upon the
lands, after giving the parties due
notice thereof, on the 26th February 1889
and proceeded to take the depositions
of W. R. Yeary, and Leasing Ferrington, at
the instance of the Plaintiff, C. D. Orr,
which depositions are herewith filed marked
"C. D." and prove the reasonably fair
rent of said land including that cul-
tivated in corn, wheat, & millet and the
pasture land and house, lot & orchards
to be \$325.00 - I have made a statement
to meet this view of the matter, except
that I add the value of the wheat crop
entire, less the costs of harvesting, threshing &c
which increases this amount to the sum
of \$363.50. which statement is herewith filed
marked "A. B." & prayed to be considered.

1 I then proceed on the next day to take
2 the depositions of Capt J. E. Hobbs, Larkin
3 Herndon and J. A. McQueen who were
4 introduced by the Defendant Geo. W. Ziew
5 and as will be seen by said deposition "G. W."
6 the fair cash rental value of said land
7 for the time it was occupied by said
8 Ziew is proven to be \$100.00. but by
9 estimating the amount of grain &c produced
10 and rating it at the prices proven I
11 find the rent amounts to the sum of
12 115\$. See statement "A. D.", but in
13 order to present the various views of
14 this matter to your Honor, I prepare
15 statement "A. D." in which I charged
16 the entire crop of wheat less the costs of
17 harvesting, threshing &c which from
18 this basis puts the rent at \$159.00.

19 After taking the depositions of
20 the witnesses introduced by the
21 parties, I found that there was a
22 wide difference in their statements
23 so much so, and they all, being very
24 credible men, your Court concluded to
25 call in other witnesses, in the hope
26 that he might obtain evidence by
27 which these conflicting statements
28 might be equalized, and in so far
29 as this is done may be seen by inspecting
30 the depositions of John M. Parsons, J. M.
31 Cecil and F. B. Cox, herewith filed
32 marked "X Y". There is some conflict

1 in this last proof on general principals
2 but when the witnesses answered
3 upon the basis of the crops raised
4 there is but slight differences.

5 It will be observed that the greater
6 portion of the proof on both sides, shows
7 that the particular land cultivated in corn
8 & millet could have been rented to a
9 good tenant for one half the crops
10 raised, he furnishing every thing,
11 and there is no evidence on the
12 part of the defendant, controverting
13 the allegations of the Plff. in his Bill
14 that ^{the} wheat crop justly belongs to
15 him as it was seeded and growing
16 on the land at the time of the contract
17 for the sale of said land, was executed
18 and said contract makes no reserv-
19 ation of said crop of wheat.

20 As to the proof of the prices of grain
21 at time of threshing and gathering as
22 compared with the prices the 18th
23 January 1889, the time possession
24 was delivered, it differs widely,
25 but Your Court concludes that the
26 shrinkage & waste of grain is ordinarily
27 equal to the advance in prices.

28 Nothing has been said about the
29 costs of marketing, delivering &c of
30 grain, nor has any thing been said
31 of the fodder & straw, &c
32 Your Commissioner went over

which I think is the fair cash rental value of said land for the time stated

said land in person and inspected the same - - And from the very best information he has, and the proof, of all the witnesses and especially those called in by your Court, I have prepared Statement "A. E." which shows the rent of said land and premises from the 1st March 1888 to January 18th 1889, to be \$226.50.* But should any of the other statements herewith filed, meet the view of your Honor, from the evidence on file - such statement can easily be pointed out and confirmed.

Respectfully Submitted:
J. A. G. Hyatt Couns

C. C. Orr
Couns Hyatt
vs
Report of Rents
Geo. W. Brown
Filed Feb 16th 1889.
J. A. G. Hyatt & Co.

Couns fees \$20.00
Writ 2.50
Cost 2.70
\$25.20

Back and copy Statement in this report
in expts at apt. A. E. Date 2nd 1889.
At Richmond

Elkanah Pennington & wife Plffs }
vs } In Chcy
George Zion et al Defts }

Pursuant to an order of the Circuit Court of Lee County, Va dated 27th March 1885; We the undersigned Commissioners appointed in said order to divide the land of France Zion decd, having been duly sworn proceeded on the — day of May and succeeding days to perform said requirement according to the following report and plat # # # # #

We have laid off and assigned to George W. Zion Lot No 2, that which we regard equal in value to three eighths of the remaining lands (after the dower is taken out) that is we lay off and assign to him three share adjoining each other his share in his own right, the share of Mary Jayne and the share of James Bishop's wife. Beginning at a Black oak on top of a ridge thence S 82° W. 60 poles with a line fence to two pines and a black oak on top of a ridge; thence with original line S 76° W 90³/₄ poles to a stake (corner to lot No 4)

about 6 or 7 feet west of stake stands
a Chestnut marked as a fore & aft, S $18\frac{1}{2}^{\circ}$
E 161 poles to a stake in the middle of
road, N 76° E $8\frac{1}{2}$ poles to a stake N $61\frac{3}{4}^{\circ}$
E $57\frac{1}{2}$ poles to a beech Corner Lot No 1.
thence with lines of the same N 74°
E 46 poles, East 41 poles, to a stake
N $83\frac{3}{4}^{\circ}$ W 98 $\frac{1}{2}$ poles to a stake, N $253\frac{3}{4}^{\circ}$ W
60 poles to a stake in line fence on
top of ridge, thence with fence
S 46° W 16 $\frac{1}{2}$ poles to the Beginning
Containing 154 acres be the same
more or less, and represented
on plat by lines V U T S Q P O N M L K.

By agreement of parties, and in
consideration of the advantages
gained because of the natural divisions
of the lands, we further assign
to George W. Zion one half of Lot
No 1, the Lower lands, whenever
in the course of Providence
those lands shall fall to the heirs
of Elsey Zion # # # # #

#

Signed

{ Henry C. Joslyn
Campbell Slump
W. G. Bishop
L. M. Carnieal

Pursuant to your decree entered in this cause on the 29th of August 1885, appointing, W^m S. Hurst and H. J. Morgan additional Commissioners to act with the five previously appointed in the cause to make partition of the lands in the bill mentioned among the parties interested according to their rights, and to assign down to the widow of the late France Zion dead, the said Commissioners beg leave to submit the following report. # # #

#. Among other grounds of complaint the said George W. Zion says that he has not got by the first partition a fair divide of water and water privileges, and in order to accommodate him in that respect, with the consent of the widow and Elkanah Pennington, we concluded to assign to said George W. Zion about 2 1/2 acres of land out of the dower lands lying south of the main road and on the East side of the road leading from the old mansion house to Clear Spring Church, and to give him

the right of way and free access to, and use of water, from the spring furthest from the old Mansion house and said $2\frac{1}{2}$ acres of land to be so laid off as to give to him a part of the orchard lying east of said Clear Spring Road and the Cabin house and its situation standing near the south end of said Orchard. Your Commissioners now therefore assign him said lot and the same is bounded as follows to wit. Beginning on a beech in a line dividing the lower from the East lot of said Pennington wife, thence with said line $N 83^{\circ} \frac{1}{4} W$ 41 poles to a stake in said line and thence $S 71^{\circ} \frac{1}{2} W$ 22 poles to a stake in the middle of said Clear Spring Road and thence with said road as it Meanders about 36 poles to the Beginning Containing $2\frac{1}{2}$ acres more or less, and this little triangle piece of land is shown and represented on the original plat by the red lines and Red shaded spot, We also assign to said George W. Zion the right of way to the spring

opposite said lot on the west side
of said Clear Spring road and the
free use of water from the same,
but he is not to so use it as to
deprive the widow of using the
Spring and the Spring house
thereat in any legitimate way in
connection with her dower,

Your Commissioners do not think
that the assignment of this additional small
lot of land, and the use of water from
said Spring, to G. W. Gion, will materially
detract from the rental value of the dower
and at the same time, it will give the
defendant George W. Gion a convenient
and commodious situation for a residence
ce, with excellent water at his door and
will greatly enhance the value of
his other land, without materially
injuring either the dower or Pennington's land

#

Signed

{ Henry J. Morgan
G. L. Duff
L. Slenker
W. G. Bishop
H. L. Iselyer
L. M. Lammie

A Copy

Teste J. A. Hyatt & C.

C. D. Orr
Extract from
his 3rd Course' Report
George W. Zion

Filed Nov. 29th 1888.

J. A. Hyatt & Co

A

Fee for Copy & 10¢ ~~1.55~~
102
2.57

Contract for sale of a Farm.

Article of agreement made this 31st day of Jan. 1888. between L. H. Zion of the County of Lee. State of Va. of the first part, and C. D. Orr of the County and State of Va. of the second part, Witnesseth

That the said party of the first part hereby agrees to sell to the said party of the second part his farm and entire interest in the dowery where he now lives the farm containing 150 acres more or less and 1/2 of the dowery containing 150 acres, for the sum of Three thousand dollars (3000^{dollars}) which the party of the second part agrees to pay as follows - viz: one thousand ^{dollars} Jan. 1st 1889, and one thousand ^{dollars} Jan. 1st 1890, and one thousand ^{dollars} Jan. 1st 1891 without interest; at which time the said party of the first part is to make and execute to the said party of the second part a good and sufficient warranty deed for the land hereby sold. The party of the first part agrees to give possession the first of March 1888. The party of the first part receives one dollar upon signing this agreement.

In witness whereof

And it is agreed by the said parties, that this agreement is to bind themselves their heirs, Executors, and Administrators jointly and severally by these presents.

In witness whereof we have ^{hereunto} set our hands and seals Jan. 31 1888.

Signed sealed and delivered

in the presence of

L. H. Zion (seal)

C. D. Orr. (seal)

Mary W. Pennington

Virginia Lee County Court Clerk's office the 10th day of July 1888,
The foregoing article of agreement between G. W. Given of
the first part and G. D. Orr of the second part, both of
Lee County Va was this day filed in this office and admit-
ted to record.

Wm John R. Gibson Clerk.

G. D. Orr
Third Article of Agreement.

G. W. Given

Recorded In Deed

Book 23 Page 103

J. R. Gibson Clerk

Filed in Chcy
Cause of G. D. Orr
vs G. W. Given
Sept 10th 1888.

J. A. Hyatt

an agreement

"B"

Statement of the rents of the land
 sold by Geo. W. Givens to C. D. Orr,
 from March 1st 1888, to January 18th 1889,
 upon the basis of $\frac{1}{2}$ the crops produced

For $\frac{1}{2}$ Corn Crop (875 Bu) @ 37 Bu @ 50 ^c	218 50
" $\frac{1}{2}$ the Millet (40 f)	20 00
" House, lot & orchard	25 00
" Pasture Land ---	40 00
" 79 Bu wheat (less Expense Harvesting) 60 Bu @ 1 00	60 00
	\$363 50

Supported by the Depositions of
 Yeary & Pennington. See Depo.

Gr. A.

$\frac{1}{2}$

\$368.50

Statement of the rents of the land
 sold by Geo. W. Zion to C. D. Orr
 from March 1st 1888, to January 18th 1889,
 upon the basis of $\frac{1}{3}$ the crops includ-
 ing the wheat crop.

For $\frac{1}{3}$ the Corn (500 Bu) $166\frac{2}{3}$ Bu @ 30 ¢	50.00
" $\frac{1}{3}$ " Millet crop	12.00
" Pasture land	20.00
" House, lot & orchards	12.00
" $\frac{1}{3}$ wheat less tolls 28 Bu @ 75 ¢	21.00
	<u>\$116.00</u>

Supported by evidence of depts witnesses
 Hobbs, Herndon & McQueen on their
 examination in chief. See Depo.

$$\begin{array}{r}
 379 \quad 80 \\
 26 \frac{1}{2} \quad 5 \frac{1}{2} \\
 \hline
 3174 \frac{1}{2} \\
 28 \\
 \hline
 75 \\
 140 \\
 \hline
 196 \\
 \hline
 21.00
 \end{array}$$

"A. C."

1/3

\$115.⁰⁰

Statement of the rents of the land
 sold to D. Orr by Geo. W. Brown
 from March 1st 1888, to Jan'y 18th 1889,
 upon the bases of $\frac{1}{3}$ the crops.

For $\frac{1}{3}$ Corn say 200 Bu at 35 ^c /m Bu	70.00
" $\frac{1}{3}$ the millet 3 loads 4 ^f /load	12.00
" Pasture land	20.00
" House, Lot & Orchard	12.00
" 60 Bu wheat @ 75 ^c	45.00
	<u>\$189.00</u>

"A. D."

1/3 (\$159)

25.022
808
25.812

Statement of the fair cash
rental value of the Land sold
by Geo. W. Zion to C. D. Orr
from the 1st March 1888, to 18th Jan'y 1889,

For $\frac{1}{2}$ Rent on corn Land	120. 00
" $\frac{1}{2}$ Millet	1.8. 50
" The Pasture Land	20. 00
" " House, lot & orchard	20. 00
" Wheat (less Expense) 60 Bu @ 80¢	48. 00
	<u>\$226. 50</u>

Supported by the evidence generally
and especially by the depositions of
John M. Parsons, J. M. Cecil and
B. F. Leay.

"A. E."

22 \$226.50

Recommended
Adopted by Court

Notice

Pursuant to the requirements of a Decree entered in the Chancery Cause of C. D. Orr vs G. W. Zion at the Decr. Term 1888 of Lee Circuit Court, I will proceed on the 11th day of February 1889, to determine the matters of rent therein referred to me. the parties will please come forward with such witnesses as they may desire.

Febry 4th 1889,

J. A. Hyatt Court.

Le. D. Arr
vs ³/₄ Notice
G. W. Brown

We accept legal
service of this
notice. Feby 5/889.

25-
35-
125-
95-
875-

437
40
2185-0
60
58

305

17486
60
14

437
40
17480

21850

W. S. Orr

TAKE NOTICE, That I on the 5th day of
Sept., 1888, at Louisville, Va. in the Law
office of A. L. Pridemore

will proceed to take the deposition of myself and J. A. McGowan
others

which, when taken, I intended to be read as evidence on my behalf in a certain suit in chancery
now pending in the circuit Court of Lee County, State of Va, in which

you are plaintiff and
I am defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the
taking thereof will be adjourned from time to time, and from place to place, until completed.

Sept. 3, 1888.

Very Respectfully,

G. H. Zinn

H. H. Zions

ads } notices
for
Sept

C. D. Orr

Executed by de-
livering a true
copy of the with-
in notice to
C. D. Orr, this
Sept. 4th 1888
R. G. Selanay S.S.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

as before we have done
We Command You to Summon

G. W. Brown

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *June* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *him* by *C. D. Orr*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *10th* day of *May* 18 *88*, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

(R + A)

C. D. Orr
alias
us $\frac{5}{3}$ Spain Chey
G. W. Brown

To June Rules 1888.

Executed by de
livering a true
copy of the within
will to G. W.
Brown this (12)
day of May 1888
R. D. Flannery
S. Lee doo

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

G. W. Brown

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *March 1888* next, being rule day to answer a bill in Chancery exhibited in our said Court against *him* by *L. D. Orr*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *2nd* day of *March* 18 *88*, in the 11 *2* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

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(R40)

C. D. Orr

vs ³ Spain Chy

G. W. Zion

To March Rules 1888.

Executed by
 delivering an
 office copy of
 this Spa to G. W.
 Zion, Saturday
 the 30th day of
 March 1888.

Hattor Flanary

Virginia - See County to suit.
 Hattor Flanary this day personally
 appeared before me in my office and made
 oath in due form, that the delivery of
 G. W. Zion and office copy of this Spa on Satur-
 day the 30th day of March 1888 at 4 o'clock PM
 were made by my clerk this March 31st 1888.

J. H. Hight

Special Court

To Larkin Herndon — Greeting

You are commanded
to summon J. T. Leecil
W. P. Leecil to appear before
me at the new house said W. P.
Leecil is now building on the
land lately sold by Geo. W. Zion
to L. D. Orr, on the 27th February
1889, to give evidence in the Cause
of L. D. Orr Plff against G. W.
Zion deft, in their Controversy
before a Court. and upon
a failure of their failing to
appear. they subject them-
selves to a fine of 20¢ and
have then there this writ
witness J. A. G. Hyatt Corr
for Lee Circuit Court this
the 26th Febry 1889 in the
113 year of the Commonwealth

J. A. G. Hyatt
Corr

C. D. Orr

vs 3 Spa.

S. W. Zion

Executed
by summing
G. S. Leach
Larkspur Hermitage

200
30

600

30

180

50

12

130

C. D. Orr

vs. { Lu Chy

G. W. Zion

Globe-Wernicke Crushed Envelope
SIZE 10-2